

ITEL

RECORDATION NO. 9932-T
FEB 24 1983 - 12 35 PM
INTERSTATE COMMERCE COMMISSION
Rail Division

Embarcadero Center
San Francisco, California 94111
(415) 955-9090
Telex 34234

3-055A130

No. FEB 24 1983

Date

Fee \$

10.00
Q.H.

ICC Washington, D. C.

December 22, 1982

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. Mergenovich:

+ Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation for filing and recordation as an additional filing under I.C.C. recordation No. 9932, filed on December 22, 1978 at 10:00 A.M., four counterparts of the following document:

Supplement No. 16 dated as of April 15, 1982 to the Equipment Trust Agreement dated as of November 1978 between First Security Bank of Utah, N.A. Trustee and Itel.

The names and addresses of the parties to the aforementioned Supplement are:

1. First Security Bank of Utah
Corporate Trust Division
79 South Main Street
Salt Lake City, Utah 84125
2. Itel Corporation, Rail Division
Two Embarcadero Center, 24th Floor
San Francisco, California 94111


The equipment covered by this Supplement is one hundred (100) flatcars (AAR mechanical designation FC, 89'4" in length) bearing reporting marks DTI 90135 through and including DTI 90234.

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

Ms. Agatha Mergenovich, Secretary
December 22, 1982
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Please stamp all counterparts of the enclosed Supplement with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be returned to the bearer of this letter.

Sincerely,



Patricia Salas Pineda
Counsel

PSP:dmm
Enclosures

cc: Michael Walsh, Esq.
Weil, Gotshal & Manges
767 Fifth Avenue
New York, New York 10020

Robert S. Clark, Esq.
Senior Trust Officer
First Security Bank of Utah, N.A.
Corporate Trust Division
79 South Main Street
Salt Lake City, Utah 84125

9932-
L-0357
10/26/82

RECORDATION NO. 9932-T
FFB 24 1983-12 22 PM
INTERSTATE COMMERCE COMMISSION

**SUPPLEMENT NO. 16 TO EQUIPMENT TRUST AGREEMENT
DATED AS OF NOVEMBER 1, 1978**

SUPPLEMENT NO. 16 dated as of April 15, 1982 to Equipment Trust Agreement dated as of November 1, 1978 (such Equipment Trust Agreement, together with any amendments or supplements thereto, being hereinafter called the "Equipment Trust Agreement"), between **FIRST SECURITY BANK OF UTAH, N.A.** as Trustee (hereinafter called the "Trustee"), and **ITEL CORPORATION**, a Delaware corporation (hereinafter called "Itel").

WHEREAS, the parties hereto are parties to the Equipment Trust Agreement which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 on December 22, 1978, and given recordation number 9932; and

WHEREAS, the Equipment Trust Agreement was supplemented by Supplement Nos. 1-7 and said Supplement Nos. 1-7 were filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 on December 28, 1978, January 22, 1979, March 28, 1979, May 29, 1979, March 17, 1980, June 2, 1980, and October 21, 1980 respectively, and given recordation numbers 9932-A, 9932-B, 9932-C, 9932-D, 9932-E, 9932-F, and 9932-H respectively; and the Equipment Trust Agreement was amended by Amendment No. 1 which was filed on June 30, 1980 and given recordation number 9932-G; and the Trust Agreement was further amended by the Amendment and Instrument of Acceptance by Successor Trustee which was filed on July 17, 1981 and given recordation number 9932-K; and the Equipment Trust Agreement is also to be supplemented by Supplement Nos. 8-15 to be filed concurrently herewith; and

WHEREAS, Itel and American Rail Heritage, d/b/a/ Crab Orchard and Egyptian Railroad (hereinafter called "COER") entered into a lease of Equipment (here and hereinafter as defined in the Equipment Trust Agreement) dated as of June 21, 1978 (such lease, together with any amendment(s) or supplement(s) thereto, being hereinafter called the "COER Lease"), providing for the leasing by Itel to COER of certain units of Trust Equipment as defined in the Equipment Trust Agreement; and

WHEREAS, pursuant to Subsection 6.C. of the COER Lease and termination letters to COER from Itel dated as of July 22, 1982 and August 12, 1982, Itel has terminated the COER Lease as to sixty (60) units of Trust Equipment bearing reporting marks set forth on Annex 1 hereto (the "COER Terminated Equipment"); and

WHEREAS, Itel and the Providence and Worcester Company (hereinafter called "P&W") entered into a lease of Equipment dated as of September 1, 1978 (such lease, together with any amendments or supplements thereto, being hereinafter called the "P&W Lease"), providing for the leasing by Itel to P&W of certain units of Trust Equipment; and

WHEREAS, pursuant to Rider No. 3 to the P&W Lease, dated September 18 1979 (hereinafter called the "Rider"), the P&W Lease has been terminated with respect to three hundred (300) units of the Trust Equipment bearing reporting marks PW 105001 through and including PW 105300 (such Equipment being hereinafter called the "P&W Terminated Equipment"); and

WHEREAS, by an agreement dated as of September 12, 1980 (hereinafter called the "Agency Agreement"), P&W appointed Itel as its agent, with respect to certain units of Trust Equipment under the P&W Lease bearing reporting marks PW 105301-PW 105600 and PW 105201-PW 105800 (hereinafter called the "Agency Equipment"), to enter into one or more sublease agreements with third parties covering some or all of the Agency Equipment; and

WHEREAS, by means of the Agency Agreement, Itel, as agent for P&W, entered into a sublease with the Southern Pacific Transportation Company and St. Louis Southwestern Railway Company (hereinafter called "SP"), dated as of February 25, 1981 (such sublease, together with any amendments or supplements thereto, being hereinafter called the "SP Sublease") pursuant to which two hundred forty-five (245) units of Agency Equipment were subleased to SP; and

WHEREAS, pursuant to Section 2 thereof, the SP Sublease has expired with respect to the Agency Equipment bearing road marks within the series SP 105301 through SP 105800 (such Agency Equipment hereinafter being called the "SP Terminated Equipment"); and

WHEREAS, Itel and the Texas Mexican Railway Company (hereinafter called "TM") entered into a lease dated as of June 21, 1978 (such lease, together with any amendments or supplements thereto, hereinafter being called the "TM Lease"), providing for the leasing by Itel to TM of certain units of Trust Equipment; and

WHEREAS, pursuant to Subsection 6.C. of the TM Lease and a termination letter to TM from Itel dated August 4, 1982, Itel has terminated the TM Lease with respect to twelve (12) units of Trust Equipment bearing reporting marks set forth on Annex I hereto (hereinafter called the "TM Terminated Equipment"); and

WHEREAS, Itel and Detroit, Toledo and Ironton Railroad Company (hereinafter called "DTI") entered into a lease of Trust Equipment dated March 10, 1981 (hereinafter called the "DTI Lease") providing for the leasing by Itel to DTI of certain units of Trust Equipment; and

WHEREAS, the DTI Lease may cover the leasing to DTI of other equipment not included as part of the Trust Equipment; and

WHEREAS, pursuant to Amendment Number 2 to the DTI Lease, dated as of April 15, 1982, Itel and DTI agreed to add one hundred (100) units of Trust Equipment to the DTI Lease as follows: (i) 60 units of the COER Terminated Equipment, (ii) 6 units of the P&W Terminated Equipment, (iii) 7 units of Agency Equipment, (iv) 15 units of the SP Terminated Equipment, and (v) 12 units of TM Terminated Equipment (such one hundred (100) units being hereinafter called the "DTI Equipment"); and

WHEREAS, the reporting marks on the DTI Equipment have been changed to the DTI reporting marks set forth on Annex I hereto; and

WHEREAS, Sections 4.07 and 6.03 of the Equipment Trust Agreement require Itel to file with the Interstate Commerce Commission a statement of reporting marks of Trust Equipment substituted through remarking of the Trust Equipment for any previous reporting marks of Trust Equipment.

NOW, THEREFORE, in consideration of the initial covenants and promises herein contained, the parties hereto agree as follows:

SECTION 1. Schedule A of the Equipment Trust Agreement, as amended by Supplement Nos. 1-15, is further amended by deleting the following one hundred (100) reporting marks, as set forth in Annex I attached hereto: 60 COER reporting marks, 13 P&W reporting marks, 15 SP reporting marks, and 12 TM reporting marks, and replacing said reporting marks with the 100 DTI reporting marks from DTI 90135 through and including DTI 90234 more fully set forth in Annex I attached hereto.

SECTION 2. The Trustee hereby consents to the termination provisions set forth herein with respect to the above-referenced Trust Equipment, and to the entering into by Itel of the DTI Lease Amendment 2. The granting of this consent is specifically conditioned on the fact that the DTI Lease provides in paragraph 8.A. thereof that it is subject and subordinate to the rights of any owner or secured party under any financing agreement entered into by Itel in connection with the acquisition of the and that accordingly, following notice to the Lessee from any such secured party or owner that an event of default has occurred at any time (including at a time prior to the effective date of the DTI Lease) and is continuing under such financing agreement, such party may require either or both that rentals and other sums due under the Lease shall be paid directly to such party and that the railcars immediately be returned to such party. The Trustee specifically reserves all its rights to enforce this subordination provision, including its existing right to obtain immediate possession of the DTI Equipment.

SECTION 3. Except as hereinabove specifically set forth, the Equipment Trust Agreement shall remain in full force and effect as when executed.

SECTION 4. The provisions of this Supplement No. 16 and all rights and obligations of the parties hereunder, shall be governed by the laws of the State of Utah.

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION

By: 

Trust Officer

Date: 2/16/83

ROBERT S. CLARK

ITEL CORPORATION

By: 

President, Rail Division

Date: 11-18-82

L-0357

ANNEX I

<u>Previous Reporting Marks</u>		<u>Current Reporting Marks</u>	
COER	250000	DTI	90135
	250002		90136
	250003		90137
	250005		90138
	250006		91039
	250007		91040
	250009		90141
	250010		90142
	250012		90143
	250013		90144
	250014		90145
	250015		90146
	250016		90147
	250018		90148
	250020		90149
	250021		90150
	250023		90151
	250024		90152
	250025		90153
	250026		90154
	250028		90155
	250029		90156
	250030		90157
	250031		90158
	250036		90159
	250038		90160
	250040		90161
	250041		90162
	250042		90163
	250043		90164
	250045		90165
	250046		90166
	250047		90167
	250048		90168
	250049		90169
	250070		90170
	250072		90171
	250084		90172
	250085		90173
	250087		90174
	250091		90175
COER	100032		90176
	100033		90177
	100034		90178
	100035		90179
	100036		90180
	100037		90181
	100038		90182
	100039		90183
	100040		90184

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ANNEX I (Continued)

<u>Previous Reporting Marks</u>		<u>Current Reporting Marks</u>	
COER	100041	DTI	90185
	100042		90186
	100043		90187
	100044		90188
	100045		90189
	100046		90190
	100047		90191
	100048		90192
	100049		90193
PW	105052	DTI	90194
	105053		90195
	105063		90196
	105065		90197
	105071		90198
	105072		90199
	105515		90200
	105548		90201
	105555		90202
	105706		90203
	105785		90204
	105791		90205
	105799		90206
SP	105318	DTI	90207
	105326		90208
	105355		90209
	105371		90210
	105384		90211
	105386		90212
	105416		90213
	105425		90214
	105433		90215
	105447		90216
	105459		90217
	105463		90218
	105497		90219
	105527		90220
	105556		90221
COER	100031	DTI	90222
TM	400226	DTI	90223
	400228		90224
	400229		90225
	400230		90226
	400231		90227
	400232		90228
	400234		90229

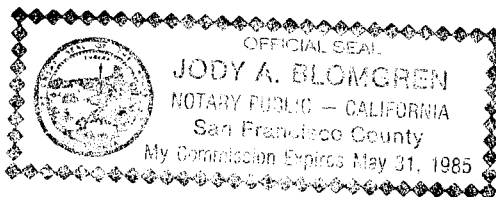
L-0357

ANNEX I (Continued)

<u>Previous Reporting Marks</u>		<u>Current Reporting Marks</u>	
TM	400235	DTI	90230
	400240		90231
	400241		90232
	400242		90233
	400245		90234

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO) ss:

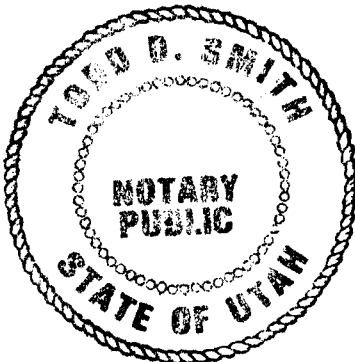
On this 18th day of November 1982, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that he is President of Itel Corporation, Rail Division, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Jody A. Blomgren
Notary Public

STATE OF UTAH)
)
COUNTY OF SALT LAKE) ss:

On this day 16 of Feb, 1982, before me personally appeared ROBERT S. CLARK, to me personally known, who being by me duly sworn says that such person is a Senior Trust Officer of First Security Bank of Utah, N.A., a national banking association, and that the foregoing instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.



Todd D. Smith
Notary Public
8/13/85